

# 946

**AGREEMENT**

BY AND BETWEEN

THE TOWNSHIP OF HANOVER  
a Municipal Corporation  
with offices located at  
1000 Route No. 10  
Whippany, New Jersey 07981  
located in the County of Morris  
and State of New Jersey

AND

THE POLICEMAN'S BENEVOLENT ASSOCIATION  
LOCAL NO. 128,  
NEW JERSEY POLICE BENEVOLENT ASSOCIATION

January 1, 1995 through December 31, 1996

**WITNESSETH**

WHEREAS, pursuant to the New Jersey Employer-Employee Relations Act, Chapter 303, Laws of 1968, as amended, of the State of New Jersey (hereinafter referred to as the Act), the aforesaid Association has been elected as Representative by and for the Detectives, Sergeants and Patrolmen for the purpose of collective negotiations. The Employer recognizes the Association and agrees as follows:

PREPARED BY: Department of Administration  
January 25, 1996

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## ARTICLE I

### RECOGNITION

The Association shall be the sole and exclusive representative of the bargaining unit as determined under the procedures of the Act and certified by the State of New Jersey Public Employment Relations Commission on March 29, 1972. The negotiated Agreement shall apply only under conditions when members of the bargaining unit are engaged in the pursuit of their statutory duties, rules, regulations, policies and procedures of the Police Department in the service of the Employer.

It is further agreed that, implicit in the relationship between the Employer and the Association, no employee or applicant shall be discriminated against regardless of such individual's race, color, religion, sex, age or national origin in conformance with existing laws.

## ARTICLE II

### HOURS OF WORK

The normal work week shall commence at 12:01 A.M. on Monday and end at 12:00 Midnight the following Sunday.

Regular hours of work shall consist of forty (40) hours within this work week with the specific work schedule for each officer to be determined by the Chief of Police, or his designated representative.

The schedule shall be posted for the information of all officers at least two (2) weeks in advance. This posted schedule however, shall not prevent the Chief of Police or his appointed representative from making revisions in the schedule for reasons such as illness, accident, or other unexpected events which might require a modification of the schedule after posting.

## ARTICLE III

### OVERTIME

#### Section 1

The nature of police work is such that incidental overtime is required to close out reports or complete job assignments that are considered an integral part of police work. No extra compensation or compensating time off will be granted for the extra time worked in connection with these activities.

#### Section 2

On certain occasions officers may be required to work overtime. The following rules will apply:

A. Incidental overtime required to close out a scheduled tour of duty; compensation will be at time and one-half for all hours worked in excess of scheduled tour of duty.

B. Scheduled overtime will be compensated at the time and one-half rate for all hours assigned to be worked and worked. Scheduled overtime is extra work scheduled in advance.

C. Municipal Court Appearances: No extra compensation shall be paid to an officer performing municipal court duty while on a scheduled tour of duty.

#### Section 3

It is the intent of the Employer that community relations, teaching or assignments of a similar nature shall be handled, whenever possible, by superior officers of the Department; provided, however, that if this is not practical at any given time, an officer covered by this Agreement may be assigned to such duty. If such assignment is performed during the officer's scheduled tour of duty, no additional compensation shall be paid nor compensatory time off granted. If such assignment is performed outside the officer's scheduled tour of duty, he shall

be compensated in the same manner and at the same rates that apply to other scheduled overtime as specified in this Article.

Section 4 - EMERGENCY RESPONSE CALL-OUT PROVISION.

In the event of a natural, civil or technological emergency or disaster occurring within the Township and requiring the presence of additional personnel, or in the event of a mutual aid call from a neighboring municipality requiring the response of additional Hanover Township police officers, the Chief of Police or his designee is empowered to call in such police officers who are available for non-scheduled emergency duty.

Those officers reporting for emergency service shall be paid at the regular overtime rate for all such hours worked but not less than three hours.

For purposes of this provision, emergencies or disasters are defined as unforeseeable and unexpected conditions which effect the health, safety and welfare of the residents of Hanover Township and the public at large. Examples of emergencies or disasters requiring the call-out of additional police officers shall include but are not limited to the following: severe thunderstorms, hurricanes, snow and ice storms, floods, tornados, earthquakes, hazardous materials incidents, fires, explosions, vehicular or transportation accidents, aircraft related incidents, power failures, radiological incidents, civil disturbances, water supply failures, gas leaks and nuclear attack.

Section 5 - PRE-TOUR OF DUTY CALL-OUT.

Upon reporting for a scheduled tour of duty, but prior to the actual start of the tour, if a patrolman is directed by a Squad Sergeant and/or another superior officer to respond to an assignment, the responding officer shall be entitled to receive compensation.

The compensation shall be in the form of one-half hour increment payments and calculated at the overtime rate. If such assignment continues within the police officer's scheduled tour of duty, no

additional compensation shall be paid or compensatory time off granted.

For purposes of this provision, an assignment is defined as a call received either in person or by telephone at Police Headquarters requiring the assistance of the Hanover Township Police Department. Examples of assignments include but are not limited to the following incidents: domestic disputes, vehicular accidents, assaults, fires, car thefts, burglaries, shoplifting.

#### Section 6

Compensation for all overtime shall be authorized by the Chief of Police or his designated representative.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 1

It is the intention of the parties to amicably and peacefully resolve all controversies without the need for the strife which attends controversies between employers and employees. Towards that end, the Association agrees not to engage in any strike or job action. In consideration thereof, the parties to this Agreement further agree that, in order to preserve harmony and insure the peaceful and rational resolution of differences, they will utilize the following grievance and arbitration procedure.

#### Section 2

A grievance shall be defined as a difference of opinion, controversy or dispute arising between the Association or any of its members and the Employer relating to any matter concerning wages, hours or working conditions which involves the interpretation or application of any provision under this Agreement.

#### Section 3

The grievance shall be processed as follows:

##### STEP 1.

The officer and/or the Association shall be entitled to make a verbal complaint under this procedure within five (5) working days of the alleged complaint or infraction of the Agreement, or within five (5) working days in which such incident or infraction became known to the grievant. The grievance shall be presented verbally to a senior officer below the Chief of Police, who will discuss the matter with the officer and/or the Association representative at the earliest possible time. Every attempt shall be made by both parties to resolve the complaint or dispute at this level. If the dispute cannot be resolved satisfactorily at this level within ten (10) calendar days, then

STEP 2.

The officer and/or the Association representative shall present the grievance, in writing, stating in detail the nature of the complaint and the section of the Agreement allegedly violated and the relief sought. Such written grievance shall be presented to the Chief of Police only during normal office hours, that is, those hours when the Chief's office is usually open and then no later than five (5) working days after the discussion has been concluded at Step 1. For the purpose of this provision, working days shall be defined as only those days when the Chief's office is open.

If a grievance is not filed in writing within twenty (20) days after the grievant knew or should have known of its occurrence, then in that event, the grievance shall be determined to be abandoned by the grievant and he is precluded from processing the grievance through the grievance procedure under the collective negotiations agreement.

The Chief of Police shall review the grievance with the officer and/or the Association representative within two (2) working days of the receipt of the written grievance. If a mutually satisfactory settlement is not reached, he shall then reply to the written grievance within three (3) working days after the conclusion of discussion at this step. If the grievance is denied at this step, the officer and/or the Association representative may request the Chief of Police to forward the written grievance and his reply to the Township Committee.

STEP 3.

If such request is made, the Chief of Police shall forward the written grievance to the Township Committee. The Township Committee shall review such grievance with the officer and/or the Association representative. If a mutually satisfactory settlement is not reached, the Township Committee shall reply in writing within thirty (30) days of the receipt of the grievance.

STEP 4.

If the Association is dissatisfied with the decision of the Township Committee, the grievance in dispute shall be submitted

to arbitration. It is understood that the right to arbitrate a grievance shall not infringe on any statutory or regulatory obligations of individual officers or place an unreasonable burden on the operation of the Police Department. Only the Employer or the Association shall have the right to submit a grievance to arbitration.

The request for arbitration shall be submitted in writing not more than thirty (30) days after the receipt of the Township Committee's reply.

In following the foregoing procedure, if extenuating circumstances arise for either party, the prescribed time limits specified above may be extended by mutual agreement of the parties.

The selection of an arbitrator shall be made from a mutually agreed panel of not more than five (5) or less than three (3) qualified arbitrators. This panel shall be selected by the Employer and the Association from a list of ten (10) names of qualified arbitrators obtained from the New Jersey State Mediation Service. Whenever feasible, arbitration shall be conducted by selected arbitrators on a rotating basis.

At the request of either party, a three-man panel of arbitrators may be used to be made up of one member selected by the Employer, one member selected by the Association and the third neutral member from the panel already named.

The power of the arbitrator or panel of arbitrators shall be strictly limited to rendering a decision as to the interpretation and/or application of any provision of this Agreement concerning wages, hours, or working conditions within the context of a grievance as defined in Section 2 of Article IV herein. The arbitrator or panel of arbitrators shall be limited to his or its review to the issue or issues submitted for arbitration by the parties to this Agreement and shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying, varying, changing, altering, deleting or adding to in any way,

the terms of this Agreement or of applicable law or rules and regulations that have the force and effect of law, including (but not by way of limitation), the Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;

2. Involving Employer discretion or Employer policy under the provisions of this Agreement, under Employer by-laws, or under applicable law;
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Employer under its by-laws, applicable law, and rules and regulations having the force and effect of law;
4. Involving a question of negotiability or any question of unfair labor practice.

The P.B.A. is permitted to have a representative meet with the grievant and management at each step of the grievance procedure. Representative as defined herein includes counsel.

The decision rendered by the arbitrator or majority of the three-man panel, if used, in accordance with this procedure shall be final and binding on both parties.

The cost of the neutral arbitrator shall be borne equally by each of the contracting parties. All other expenses shall be borne by the parties themselves.

## ARTICLE V

### VACATIONS

For the purpose of this Article, a year shall be considered as the calendar year commencing January 1 and ending December 31. The vacation schedule and the number of vacations granted at any given time shall be made up by and be the responsibility of the Chief of Police subject to the provisions of Section "J" of this Article. All full time officers will be granted vacation periods subject to the following service factors:

- A. Officers engaged or re-engaged on or subsequent to July 1 of the current year - No Vacation.
- B. Officers engaged or re-engaged after October 1 of the preceding year and prior to July 1 of the current year - five (5) days.
- C. Officers engaged or re-engaged prior to October 1 of the preceding year - ten (10) days.
- D. Officers who have competed 1 through 5 years of credited service - ten (10) days per year.
- E. Officers beginning with the 6th year through completion of the 9th year of credited service - (fifteen) 15 days per year.
- F. Officers beginning with the 10th year through completion of the 14th year of credited service - twenty (20) days per year.
- G. Officers beginning with the 15th year of credited Service shall receive twenty (20) days per year plus one day for each year of credited service over fourteen (14) years to a maximum of (twenty-five) 25 days per year.
- H. Officers shall not begin the first week of vacation prior to the completion of at least six (6) months of

continuous service from the date of engagement or re-engagement nor begin the second week of vacation prior to the completion of at least twelve (12) months of continuous service from the date of engagement or re-engagement.

I. Vacations shall be taken during the calendar year and will not be considered cumulative. If for valid reasons this cannot be done, at the request of the employee this requirement may be waived for a period of up to thirty (30) days after January 1 of the following calendar year by the Administrator on the recommendation of the Chief of Police. For any vacation granted under this waiver, the rate of vacation pay shall be the same as that prevailing during the calendar year the vacation was due.

In the event the Employer requests the officer to postpone his vacation from one calendar year to the next, vacation pay, when granted, shall be at the rate in effect at the time the officer's vacation is taken.

J. The selection of the vacation period for individual officers shall be based on a procedure to be determined by a committee consisting of the Chief of Police and/or his designated representative(s) and not more than three (3) members of the Association. In determining this procedure, the Chief of Police and/or his designated representative (s) shall have a vote equal to that of the Association, regardless of the number of Association representatives involved.

In the event of an impasse in determining the procedure, the Township Committee shall make the final decision. Such procedure shall be binding on all members of the bargaining unit. The procedure may be revised at any time by mutual agreement of the parties.

K. For the purpose of vacations, credited service is counted from the date of engagement. Officers who are re-engaged by the Employer will have all and prior

service accumulated and credited after they have been employed continuously for a period of five (5) years. The Chief of Police will then determine and establish a new engagement date in order to determine the net credited service for vacation eligibility.

L. Officers whose period of vacation is increased in the course of a calendar year upon completion of a specified period of service listed above shall receive upon the completion of the required period of service the additional vacation to which they shall be entitled. The period when this additional vacation is taken shall depend on the conditions specified under the terms of this Article.

M. Termination of Service: Proration.

1. Whenever during the calendar year an employee shall resign, retire or be dismissed from the service of the Township, any vacation time shall be prorated and taken prior to severance from the service of the Township.
2. If during the calendar year an employee should resign, retire or be dismissed from the service of the Township and based upon certification of the appropriate department head all of his/her vacation time has been taken, it shall be the responsibility of that individual to reimburse the Township for vacation time taken but not yet earned or accrued. The Treasurer shall then be empowered to garnish the final paycheck of any employee in order to compensate the Township to take whatever other appropriate action may be necessary to recover any monies due the Township.
3. It shall be the responsibility of the Township Administrator to calculate the amount of prorated vacation time which may be taken by any employee who is voluntarily or involuntarily severed from the service of the Township.

N. Notwithstanding the provisions of Section M herein, as an incentive to those Township police officers retiring pursuant to a regular service retirement under the terms prescribed by the Police and Firemen's Retirement System with twenty-five (25) or more years of service, the Township will not prorate the vacation days in the last year of service in recognition of that officer's meritorious service. Rather the eligible employee will receive his entire vacation allowance regardless of his retirement date. Any full time employee who may qualify under the terms of this provision shall make application to the Township Committee at least sixty (60) days prior to the date of retirement.

## ARTICLE VI

### PAYMENTS IN LIEU OF HOLIDAYS

#### Section 1: Payments in Lieu of Holidays

- A. For those patrolmen, sergeants and detectives having completed twenty (20) years of service or less, these officers shall be entitled to cash payments. The payments will be made by separate payroll check at the regular straight time hourly rate in effect for him at the time payment is made:
  - 1. Payment for fifty two (52) hours on June 1.
  - 2. Payment for fifty two (52) hours on December 1.
- B. Those officers entitled to the payment schedule referred to in paragraph "A" above must be employed from January 1 through June 30 to receive a full payment on June 1, and must be employed from July 1 through December 31 to receive a full payment on December 1. Officers, however, who resign from employment prior to June 30 or December 31 shall receive payments prorated on a monthly basis from January 1 or July 1 as the case may be to the date of termination. Proration, as described above, shall be calculated from the first day of the month following the date of employment to the last day of the month, prior to the date of termination. Thus, proration shall be done on the basis of full months of employment in either case of termination or engagement.
- C. Payment in lieu of holidays shall be calculated as part of the base salary for patrolmen, sergeants and detectives having completed more than twenty (20) years of service in the Police and Firemen's Retirement System. This shall eliminate a separate payment in lieu of holidays as the combined payment shall constitute wages for such eligible employees.
- D. The computation of payments in lieu of holidays are reflected in the base salary Step classifications for

patrolmen, sergeants and detectives as set forth under Article VII entitled "Wages".

## ARTICLE VII

### WAGES

#### Section 1

A. The annual salaries and rates of compensation set forth below under Schedule "A" entitled Salary Guides for the positions of patrolman, sergeant and detective reflect an adjustment of the base salary for each position category.

With the adjustment, effective January 1, 1995, the annual salary for the positions of patrolman, sergeant and detective shall be increased by 4.0% above the current 1994 salary guide.

Effective January 1, 1995, the annual salaries for the positions of patrolman, sergeant and detective shall be increased 4.0% beyond the July 1, 1994 salaries for each position.

Subsequently, on January 1, 1996, the annual salary for patrolman, sergeant and detective shall again be increased 4.0% beyond the January 1, 1995 salaries for each position.

B. Effective January 1, 1995, the annual salary for probationary (Step 1) patrolman shall be \$28,912.00.

Effective January 1, 1996, the annual salary for probationary (Step 1) patrolman shall be increased 4.0% beyond the January 1, 1995 base salary to \$30,066.00.

Upon initial appointment to the Police Department, a patrolman shall remain at his/her starting salary for one (1) year. For the purpose of calculating the employee's anniversary date, the anniversary date shall be the first day of the month following the completion of the one (1) year probationary period. The probationary period and formula for the calculation of anniversary dates shall apply under the terms of this Agreement and during calendar years 1995 and 1996. Thereafter, step advances shall occur on the

anniversary date of employment of a patrolman as is the normal practice under the Police Department's Salary Ordinance.

- C. The academy rate, as set forth in Schedule "A", will remain in effect during the academy period and until such time as graduation from the academy occurs. After graduation from the academy and immediately upon assuming active duty the probationary (Step 1) salary rate shall commence.
- D. All salaries and rates of compensation as herein stated shall be effective January 1, 1995 except as otherwise indicated. Only those police officers currently on the payroll of the Township of Hanover at the time of adoption of this Ordinance shall receive retroactive salary adjustments, except that police officers who have retired from service on or after January 1, 1995 but prior to the adoption of this Ordinance shall receive retroactive salary adjustments effective January 1, 1995 through the date of retirement. No other exceptions shall be made.
- E. Only those police officers on the payroll of the Township of Hanover on January 1, 1995 and January 1, 1996 shall be entitled to receive the salary adjustments as set forth above.

#### Section 2: Longevity

- A. In addition to the salaries listed herein, all eligible police officers shall receive longevity payments which shall be paid and included in the employee's base rate of salary based upon years of service in accordance in the following schedule:
  1. Beginning with the 5th year of employment: \$300/year
  2. Beginning with the 10th year of employment: \$400/year
  3. Beginning with the 15th year of employment: \$500/year
  4. Beginning with the 20th year of employment: \$600/year

## ARTICLE VIII

### EMPLOYEE JOB PERFORMANCE EVALUATION SYSTEM

#### Section 1. Purpose

It is the purpose of the Township to evaluate all employees at least once per year. The purpose of the evaluation is to train and evaluate personnel so they can deliver work performance at the highest possible professional level.

#### Section 2. General guidelines applicable to all employees

- A. Notwithstanding the employee performance evaluation procedures set forth herein, all employees shall be formally evaluated at least once a year. It is recommended that the supervising officer sit with the employee six months prior to the date of evaluation to assess the employee's performance.
- B. In accordance with the job performance evaluation procedures set forth below, the Township Committee reserves the right to discipline personnel according to State law.
- C. All personnel assigned the responsibility of evaluating other employees shall be required to make monthly notations of performance. The purpose of this monthly notation is to provide periodic counseling of employees by their evaluators and to insure that the year-end evaluation has a continuous factual record.
- D. It shall be the responsibility of the supervising officer to submit a written job performance evaluation to the Chief of Police at least twenty (20) working days prior to the expiration of the anniversary period, it shall be the responsibility of the supervising officer to conduct the employee job performance evaluation. The job performance evaluation shall include a statement by the supervising

- officer indicating whether or not the employee has performed in a satisfactory or unsatisfactory capacity. In the event of an unsatisfactory performance rating, it shall be the responsibility of the supervising officer to notify the Chief of Police of his/her determination.
- E. Upon the submission of an unsatisfactory employee job performance evaluation, the respective supervising officer shall submit his/her findings to the Chief of Police. Upon review by the Chief of Police, and finding the submitted evaluation of the employee to be unsatisfactory, remedial action as defined in section 8 of this article, will be implemented.
- F. An employee receiving a satisfactory initial employee job performance evaluation at the conclusion of the anniversary period, and shall subsequently be evaluated on an annual basis prior to his/her anniversary date. The evaluation shall be administered by the supervising officer at least twenty (20) working days prior to the anniversary date.

Section 3 Evaluation procedure for employees on step guide  
Not at maximum

- A. In the case of an individual hired at Step 1 or above, at least twenty (20) working days prior to the expiration of the anniversary period, it shall be the responsibility of the supervising officer to complete a written job performance evaluation in accordance with the procedures described in Section 4 of this Article VIII. This Job Performance Evaluation shall include a statement by the supervising officer as to whether the employee has performed in a satisfactory or unsatisfactory capacity. In the event an unsatisfactory job performance evaluation is rendered, the Chief of Police shall immediately notify the Township Administrator.
- B. Upon the submission of an unsatisfactory employee job performance evaluation, the respective supervising officer shall submit his/her findings to the Chief of Police.

C. An employee hired at Step 1 or above does not receive an increment for a one-year period until the anniversary date is reached. Said employee is subject to an annual employee job performance evaluation, which evaluation shall be administered by the supervising officer at least twenty (20) working days prior to the anniversary date. Should the employee receive an unsatisfactory job performance evaluation, it shall be the responsibility of the supervisory officer to report his/her findings to the Chief of Police. Upon review by the Chief of Police, and finding the submitted evaluation of the employee to be unsatisfactory, remedial action as defined in Section 8 of this article, will be implemented.

Section 4 Evaluation procedure for employees at the maximum step.

A. Prior to the effective date of any new salary ordinance which provides an adjustment in step for patrolmen, detectives and sergeants, it shall be the responsibility of the Chief of Police to prepare a listing of all those employees who at the time of the ordinance's effective date have reached the maximum step. This list shall be prepared in the last quarter of the prior year and no later than November 30.

B. Based on the listing of the Chief of Police, supervising officers with employees who are classified at the maximum step shall administer an employee job performance evaluation immediately and no later than December 15 in the year prior to the effective date of any new salary ordinance. If an employee at the maximum step receives an unsatisfactory job performance evaluation, the respective supervising officer shall submit his/her findings to the Chief of Police. Upon review by the Chief of Police, and finding the submitted evaluation of the employee to be unsatisfactory, remediation as defined in section 8 of this article, will be implemented.

Section 5: Procedure for completion of evaluation form.

A. Since the employee's job performance evaluation is directly related to an individual's anniversary date, the evaluation process must take place within a structured time frame. It shall be the responsibility of the supervising officer to complete and discuss the evaluation with the employee and, in the case of an unsatisfactory performance evaluation, to report his/her findings to the Chief of Police within twenty (20) working days prior to the anniversary date.

1. The evaluation form to be completed by the supervising officer and entitled "The Township of Hanover Police Department Employee Job Performance Evaluation" is attached hereto and made a part of this Agreement as if set forth in full for reference purposes.

2. The Employee Job Performance Evaluation Form shall be completed in the following manner. For each work performance standard or skill set forth on pages 2 and 3 of the Form, the supervising officer shall follow the instructions on page 1. Each standard or skill has been assigned a fixed "relative importance factor", 1, 2 or 3 listed under column "A". The supervising officer will then determine a patrolmen's level of performance for each standard or skill and place a rating number of 1, 2, 3 or 4 beside the standard under column "B". The fixed numerical rating in column "A" will then be multiplied by the rating number in column "B". The end product will then be inserted in column "C" as the weighted evaluation.

The supervising officer will total the fixed relative importance factors under column "A" and the weighted ratings in column "C" and insert the figures in the appropriate boxes on page 3 at the top of the Form which is entitled "Overall, Ratings". The column "C" total is then to be

divided by the column "A" total to obtain performance score.

B. The following definitions constitute the meaning of satisfactory and unsatisfactory performance.

1. Employees who receive an "Outstanding" score between 4.0 to 3.6 or a "Competent" score between 3.5 to 2.5 have attained a "Satisfactory" rating. An employee receiving a "Satisfactory" performance rating means that the employee is making every attempt to do his/her best in performing the required job duties and responsibilities and who may also excel in superior performance in meeting or even exceeding the superior officer's expectations.
2. Employees who receive a "Needs Improvement" score between 2.4 to 1.6 or a "Poor" score between 1.5 to 1.0 have attained an "Unsatisfactory" rating. The "Needs Improvement" and "Poor" ratings equate to a level of performance which may be mediocre or consistently below the requirements of the position. Such a rating means that an employee is performing below adequate and minimum standards established by the Chief of Police.
3. The four (4) rating definitions under "Satisfactory" and "Unsatisfactory" are as follows:
  - a. Outstanding: Employee's performance consistently exceeds the standard; no shortcomings exist; goals and objectives are always met.
  - b. Competent: Employee's performance meets the standard; shortcomings may exist; goals and objectives are usually met.

- c. Needs Improvement: Employee's performance does not always meet the standard; significant shortcomings are evident; goals and objectives are not always met.
- d. Poor: Employee's performance consistently fails to meet the standard; major shortcomings exist; goals and objectives are not met.

C. Attainment of an "Outstanding" rating:

As an incentive to achieving an "Outstanding" Job Performance Evaluation, the Township shall grant a "Bonus Compensation Day" to any employee who receives an "Outstanding" rating on his/her annual anniversary date or maximum step Job Performance Evaluation. A "Bonus Compensation Day" is defined as a compensated work day which the employee is entitled to take off, and must be scheduled in advance and, with the prior approval of the Chief of Police or Captain of Police. "Bonus Compensation Days" are limited to one (1) in any calendar year.

Section 6: Descriptive Evaluation - Supervisor and Employee Comments.

- A. Supervising Officer's Comments. Utilizing the space provided on page 3 and 4 of the Employee Job Performance Evaluation Form, the supervising officer shall describe and assess the employee's strengths and weaknesses on the job, and what the employee can do to improve job performance and productivity. The evaluator shall utilize his/her monthly notations on the employee as a tool to complete this section.
- B. On page 4 of the Employee Job Performance Evaluation Form, the employee shall have the option of offering written comments.

- C. If the employee so desires, he/she should note any disagreement with regard to any of the supervising officer's ratings set forth on pages 2 and 3 of the Form.
- D. At the top of page 4 of the Employee Job Performance Evaluation Form, the supervising officer shall complete that portion of the Form entitled "Overall Rating".

Section 7: Employee Review of Advancement Form and Completion of Form Entitled "Advancement/Non-Advancement Certification Form".

- A. After the performance evaluation is completed, the supervising officer shall discuss and review his/her evaluation with the employee. The employee shall be given sufficient time to review the completed form, comment and ask questions.
- B. Following an employee/supervising officer conference and after the notation of any written comments, the employee shall have the option of signing and dating the Job Performance Evaluation Form at the bottom of page 4 on the form entitled "Advancement/Non-Advancement Certification Form". Signing the form shall not be construed to mean either employee approval or disapproval with the contents of the evaluation but solely to confirm the fact that the employee had the opportunity to review, discuss and comment on the evaluation with his/her supervising officer. Signing both forms is only intended to confirm the fact that the employee had the benefit of reviewing and discussing the evaluation and that he/she is aware of the determination of that evaluation.
- C. At the time the employee signs page 4 and the "Advancement/Non-Advancement Certification Form" the supervising officer shall also sign and date the evaluation and certification form in the presence of the employee.
- D. Review of evaluations by Chief of Police and Township Administrator.

1. It shall be the responsibility of the Chief of Police to review any unsatisfactory job performance evaluations. The employee shall have the right to meet with the Chief of Police to discuss the results of the evaluation if he/she so desires. If for any reason the overall job rating of an employee is changed and a modification of the salary certification occurs, it shall be the responsibility of the Chief of Police.
2. Review by Township Administrator. It shall be the responsibility of the Chief of Police to review the job performance evaluation as to completeness. The Chief of Police shall sign and date the evaluation and then submit it to the Township Administrator.

E. If an employee receives a "Satisfactory" rating, the Chief of Police shall complete a separate "Salary Certification Form" for the employee's anniversary date step increment which Form shall be submitted to the Township's Chief Municipal Finance Officer for certification.

#### Section 8 - Remedial Action

In the event that the Township feels that remedial action is necessary based upon an annual evaluation, the following shall apply:

- I. The employee may be advised that a reevaluation will be conducted over the next 6 months. There will be no other action taken;

or

- II. If the year-end evaluation is unsatisfactory, the employee will be advised that his/her increment is being withheld.
  - A. The employee shall be reevaluated in 90 days. In the event that the Employee receives a

satisfactory evaluation, the withheld increment shall be restored retroactive to the full 90 days.

- B. In the event that the 90 day re-evaluation is still unsatisfactory, the employee shall be re-evaluated after another 90 days. In the event that the evaluation is then satisfactory, the increment will be restored but only retroactive to the beginning of the second 90 day period.
- C. In the event that there is an unsatisfactory rating after the second 90 day re-evaluation period, the employee shall lose the increment for the entire year.

III. If the recommendation is for withholding an increment for one year, that employee will be one step behind on the salary guide until that person reaches his/her next anniversary date, and receives a satisfactory job performance evaluation, he/she will return to the maximum step.

Section 9: Appeal Process:

- 1. In the event that an employee has been denied a salary increment, the employee has the right to appeal to a Committee of the Chief and the Captain. This appeal shall be in writing and shall be submitted to the Chief no later than 20 calendar days after receipt of the evaluation by the employee. A decision will be issued within 20 calendar days of the Chief's receipt of the appeal.
- 2. If the employee disagrees with the decision of the Committee above, the employee has the right to appeal the decision directly to the Township Committee. The appeal shall be in writing and should be sent no later than 20 calendar days from the receipt of the decision from the above Committee. A hearing, if any, will be held within 30 calendar days of receipt of the appeal. A decision will be issued within 20 calendar days of the hearing.

3. If the employee disagrees with the decision of the Township Committee, the employee may request the PBA to file for arbitration pursuant to step 4 of the Grievance Procedure. If the PBA seeks to arbitrate the dispute, the PBA shall file such demand for arbitration and send a copy to the Township no later than 20 calendar days from the date of the decision of the Township Committee.

Section 10:

- A. The Performance Evaluation Form entitled "Township of Hanover Police Department Performance Evaluation" and the "Advancement/Non-Advancement Certification" form are incorporated herein and made a part of this agreement as if set forth in full. Schedule "F".

## ARTICLE IX

### LEAVE OF ABSENCE - PAID AND UNPAID

Leaves of absence with or without pay for reasons other than sickness or accident shall be in accordance with the following:

A. Service on Election Boards and Campaign Activities

Any officer who works on a Board of Election or as a candidate or campaign worker shall not be paid for absence from his scheduled duties during the time he is engaged in such activities. Time off for such activities may be taken from scheduled duties only upon approval of the Chief of Police, provided, however, scheduled time off shall not be granted if an officer is a candidate or campaign worker.

B. Military or Naval Duty

Leaves of absence will be granted to regular officers who are members of the National Guard, Naval Militia, or one of the reserve components of the Armed Forces, for field training duty and emergency service authorized and conducted by the various branches of the Military or Naval Services.

The leaves of absence will be granted with credit for time, with eligibility to all benefits, and with eligibility to sickness benefits if, at the termination of the leave, the officer is unable, on account of disability, to return to duty.

The officer shall make formal written request through the Chief of Police to the Township Committee immediately upon receipt of orders.

The officer shall submit a copy of the Military Order to the Chief of Police, unless such order is of classified nature. The officer, upon return from duty, shall submit a certificate showing the dates of participating in the training program.

C. Payment for Training

Payment for training duty shall be in accordance with the appropriate state statutes applying to the various types of military training duties.

D. Personal Leave

A maximum of two (2) of the annual compliment of twelve (12) sick leave days may be taken annually as personal days. Personal leave shall not accumulate from year to year. Such personal leave may only be taken with the prior approval of the Chief of Police. Police officers, sergeants and detectives shall receive one (1) personal leave day annually not charged to sick leave accruals. The scheduling of such personal leave may only be done with the prior approval of the Chief of Police. Personal leave shall not accumulate from year to year. The Chief of Police has the sole discretion to grant or deny personal leave requests for the conduct of essential personal business. All requests for personal leave must be made in advance of the requested day, except in an emergency.

E. Sick Leave

Eligible employees shall accumulate sickness disability leave at the rate of one day per month commencing with the first full calendar month of employment to a maximum of twelve (12) work days per year. The accrued sick leave shall accumulate to a maximum of seventy-five (75) days, if not taken during the calendar year.

F. Funeral Leave

Officers shall be entitled to three (3) working days off with pay upon the death of a spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, and the maternal and/or paternal grandparent of the officer and his or her spouse. This absence will be permitted for funeral and funeral arrangements and shall be taken consecutively.

G. Terminal Leave

The policy of terminal leave shall apply only to regular full-time employees retiring on service or disability pensions.

In case of discharge, dismissal or voluntary leaving of the Township's employ, no terminal leave will be granted.

Terminal leave with full pay computed at the employee's basic daily wage rate at the time of retirement shall be paid in accordance with the following schedule.

Terminal Leave

<u>Accrued Sick Leave at Time of Retirement</u>	<u>Termination Allowance</u>
51 to 75 Days	1.5 full day's pay for
26 to 50 Days	1 full day's pay for each full year of service
1 to 25 Days	0.5 full day's pay for each full year of service

In no event shall the termination allowance in the table above exceed seventy-five (75). full day's pay.

## ARTICLE X

### UNIFORMS & UNIFORM ALLOWANCE

#### Section 1

The Employer shall pay Detectives a clothing allowance of \$600.00 for the calendar year 1995 and \$500.00 for calendar year 1996. Payment shall be made against this allowance only upon submission of approved vouchers describing the clothing to be purchased, which must be appropriate for the duties performed pursuant to specifications established by the Chief of Police. Upon actual purchase of clothing, itemized receipts must be presented promptly to the Township Administrator.

#### Section 2

With the exception of the shirts, trousers, uniform caps and ties which cost to the Township shall not exceed the amount specified in Section 1 above per employee per year, the Employer shall also provide all other necessary uniform items, equipment, badges, firearms and such other necessary materials for officers to perform the duties required of them as a result of normal wear and tear or damage in the line of duty.

With regard to uniform clothing allowance it shall be the responsibility of the Chief of the Police Department to establish appropriate specifications for the uniform which must be conformed to and met by the items of clothing purchased by each officer. Upon actual purchase of clothing, an itemized receipt must be presented promptly to the Township Administrator.

#### Section 3

Each officer shall receive a Uniform Maintenance Allowance of \$250.00 per year which allowance shall be paid in two equal installments on June 1 and December 1. Said Allowance shall be prorated for new hires as in the case of Payments in Lieu of Holidays. See Article VI, Section 2, above.

## ARTICLE XI

### INSURANCE AND RETIREMENT

#### Section 1

The employer shall continue to pay the premiums for the members of the bargaining unit covered under the North Jersey Municipal Employee Benefits Fund and the Police and Firemen's Retirement System. It is understood and agreed that the benefits provided under the North Jersey Municipal Employee Benefits Fund will duplicate and equal all of the benefits made available under the State Health Benefits Plan as it existed on December 31, 1992.

#### Section 2

The Township shall solely bear the premium costs for 1995 and 1996, including any increase in such premium costs, notwithstanding the provisions of the 1987-1988 Collective Bargaining Agreement, Article X, Section 2. Dental insurance coverage shall be provided as set forth in the contract of insurance.

It is further understood and agreed that the dental insurance coverage provided under the North Jersey Municipal Employee Benefits Fund will duplicate and equal all of the benefits made available under the dental insurance coverage formerly provided through the Township as it existed on December 31, 1994. Dental benefits coverage through the New Jersey Municipal Employee Benefits Fund are attached to this Agreement as Schedule "B".

## ARTICLE XII

### EDUCATION

Employees currently receiving college credit payments as set forth on the attached Schedule, which is appended hereto and made a part hereof as Schedule "D" shall continue to receive said college credit payments during the term of this Agreement.

All employees covered by this Agreement are eligible to participate in the Township's College Tuition Aid Reimbursement Plan and Policy.

## ARTICLE XIII

### COMPENSATION UPON PROMOTION

Any officer promoted to Detective, Sergeant or Detective Sergeant will receive compensation in accordance with the pay schedule for the higher rank from the date of appointment. Terms of this article are subject to the provisions of Article VIII Employee Job Performance Evaluation System.

## ARTICLE XIV

### ASSOCIATION ACTIVITIES

#### Section 1

It is agreed that one (1) Association State P.B.A. delegate shall be entitled to attend one (1) monthly meeting of the State P.B.A. for one (1) day without loss of pay, provided such meetings are related to promoting public safety.

#### Section 2

One (1) delegate and two (2) alternative delegates shall be permitted to attend the annual State P.B.A. Convention without loss of pay for a maximum of three (3) days provided the Convention is related to promoting public safety. If the convention site is beyond a radius of one thousand (1000) miles from the Township, up to two (2) additional days with pay shall be permitted for travel time, if required.

#### Section 3

In order to maintain harmony and minimize friction between the parties, the President of the Association or his designee shall be permitted to service officers on matters covered by this Agreement provided such efforts do not unreasonably interfere with the President's own duties as an officer or the operation of the Department.

#### Section 4

No member of the bargaining unit or officer of the Association shall be discriminated against because of his membership in, or lawful activity on behalf of, the Association.

## ARTICLE XV

### MAINTENANCE OF STANDARDS

#### Section 1

It is agreed that those rights, privileges and benefits that were regularly exercised which the officers covered by this Agreement enjoyed prior to the date of this Agreement are retained by the officers except as those rights, privileges and benefits are specifically modified by this Agreement.

#### Section 2

It is agreed that this Article shall not infringe upon the regulatory or legal obligations of individual officers, shall not be construed to impose criminal or civil liability upon the Township, and shall not impose an unreasonable burden upon the operation of the Police Department.

ARTICLE XVI

DURATION

This contract shall become effective at 12:01 a.m., January 1, 1995, and shall continue in full force and effect until Midnight, December 31, 1996.

The parties shall begin negotiations for a new Agreement not prior to October 1 of the year in which this Agreement expires, upon written notice by either party to the other.

Signed and sealed this 14<sup>th</sup> day of June, 1996

ATTEST:

Joseph A. Giorgio  
Joseph A. Giorgio,  
Township Administrator

TOWNSHIP OF HANOVER

John C. Korn, Jr.  
John C. Korn, Jr. Mayor

THE POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 128,  
N.J.P.B.A.

ATTEST:

James Rapp  
James Rapp, Treasurer

Mark D. Roddy  
Mark D. Roddy, President

SCHEDULE "A"

PBA SALARY GUIDE

PATROLMEN, DETECTIVES AND SERGEANTS

The following annual wage schedule by job classification in the Police Department for current police officers having completed twenty (20) years of service or less with the Township shall be as hereinafter specified and shall be payable on an annual basis over twenty-six (26) pay periods:

Patrolmen & Detectives:

<u>Step</u> <u>Classifications</u>	<u>Base Salary</u> <u>As of 1/1/95</u>	<u>Base Salary</u> <u>As of 1/1/96</u>
Academy Rate	\$20,000.00	\$20,000.00
1	\$28,912.00	\$30,066.00
2	32,402.00	33,696.00
3	35,892.00	37,326.00
4	39,382.00	40,956.00
5	42,872.00	44,586.00
6	46,362.00	48,216.00
7	49,852.00	51,846.00
Detectives	53,342.00	55,476.00
Increment	3,490.00	3,630.00

Sergeants:

<u>Step</u> <u>Classifications</u>	<u>Base Salary</u> <u>As of 1/1/95</u>	<u>Base Salary</u> <u>As of 1/1/96</u>
1	\$54,684.00	\$56,871.00
2	56,024.00	58,265.00
3	57,364.00	59,659.00
Increment	1,340.00	1,394.00

The following annual wage schedule by job classification in the Police Department for current police officers having completed more than twenty (20) years of service in the Police and Firemen's Retirement System (PFRS) shall be as hereinafter

specified and shall be payable on an annual basis over twenty-six (26) pay periods:

Patrolman & Detectives:

<u>Step</u> <u>Classifications</u>	<u>Base Salary</u> <u>As of 1/1/95</u>	<u>Base Salary</u> <u>As of 1/1/96</u>
7	\$52,345.00	\$54,439.00
Detectives	56,010.00	58,251.00
Increment	3,665.00	3,812.00

Sergeants:

<u>Step</u> <u>Classifications</u>	<u>Base Salary</u> <u>As of 1/1/95</u>	<u>Base Salary</u> <u>As of 1/1/96</u>
1	\$57,421.00	\$59,718.00
2	58,827.00	61,180.00
3	60,233.00	62,642.00
Increment	1,406.00	1,462.00

**SCHEDULE "B"**

## DENTAL PLAN

## Co-Payment - Preventative and Diagnostic: Remaining Basic

Services: 100% Prosthodontic Benefits: 70/30

Prosthodontic Benefits: 50/50

(including crowns, inlays and gold restorations)

The maximum amount payable by the dental carrier for the above dental services provided to an eligible patient in any calendar year is \$1,000.00.

There will be a \$25.00 deductible per patient per calendar year which is not applicable to Preventative and Diagnostic Services. There is a \$75.00 Family Maximum aggregate deductible which is not applicable to Preventative and Diagnostic Services.

SCHEDULE "C"

LIST OF PARTICIPANTS WHO SHALL CONTINUE TO RECEIVE THE FOLLOWING COLLEGE CREDIT PAYMENTS DURING THE TERM OF THIS AGREEMENT

NAME OF EMPLOYEE

J. Cortright	\$150.00
J. Rapp	60.00
A. Robertson	330.00
H. Seals	<u>180.00</u>
TOTAL	\$720.00

COLLEGE CREDIT PAYMENT

Notwithstanding the provisions of any Township resolution concerning college credit payments proration upon termination of employment with the Township, as an incentive to those Township police officers retiring pursuant to a regular service retirement under the terms prescribed by the Police and Firemen's Retirement System with twenty-five (25) or more years of service, the Township will not prorate the college credit payment in the last year of service in recognition of that officer's meritorious service. Rather, the eligible employee will receive his entire college credit payment regardless of his retirement date. Any full-time employee who may qualify under the terms of this provision shall make application to the Township Committee at least sixty (60) days prior to the date of retirement.

SCHEDULE "D"

SIDE BAR AGREEMENT

The Township of Hanover and the Policemen's Benevolent Association Local No. 128 agree, in addition to the terms set forth in their current Collective Bargaining Agreement commencing January 1, 1995 and continuing thereafter to the following terms:

In consideration for their mutual promises the Township and PBA Local 128 agree that the PBA Local 128 shall indemnify and hold the Township of Hanover, its officials, employees, and representatives harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purposes of complying with the provisions of the Collective Bargaining Agreement set forth in Article VI, Payments in Lieu of Holidays.

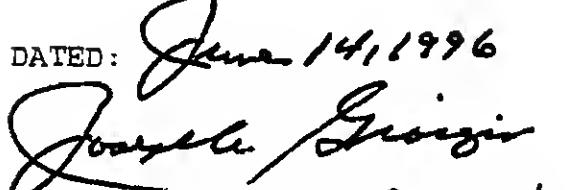
POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL 128

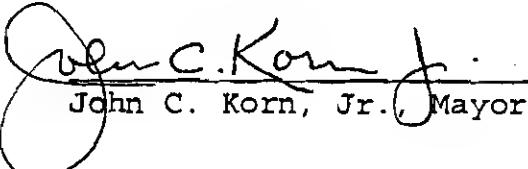
DATED:

  
Mark Roddy, President

TOWNSHIP OF HANOVER

DATED: June 14, 1996

  
Josephine Gragis  
TOWNSHIP CLERK

  
John C. Korn, Jr. Mayor

25585

SCHEDULE E

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HANOVER AMENDING THE TOWNSHIP'S CIVILIAN EMPLOYEE JOB RELATED TUITION REIMBURSEMENT PLAN IN PROVIDING A MAXIMUM REIMBURSEMENT OF \$300.00 PER SEMESTER AND NOT TO EXCEED \$600.00 IN ANY CALENDAR YEAR FOR QUALIFYING EMPLOYEES

WHEREAS, the Township of Hanover adopted a policy and procedure governing tuition aid to civilian employees on December 11, 1975; and

WHEREAS, pursuant to the original tuition reimbursement plan, an employee meeting all of the Township's requirements in qualifying for tuition aid was entitled to receive reimbursement in an amount not to exceed \$350.00 in any calendar year; and

WHEREAS, in order to receive reimbursement, an employee is expected to attain a grade level of "C" or better in any job related course of study; and

WHEREAS, the Township Committee believes it is necessary and in the interest of good personnel management and administration to periodically review its personnel policies and procedures in an effort to update policies and/or guidelines with current trends and practices; and

WHEREAS, in keeping with this philosophy of thought, the Township Committee believes that Section 6 of the Township's Tuition Aid Plan entitled "Reimbursement" should be amended to adjust the prescribed fees.

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey as follows:

1. The governing body hereby authorizes an amendment to Section 6 entitled "Reimbursement" of the Township's Tuition Aid Plan in providing that any eligible civilian employee satisfactorily completing a job related college course be reimbursed up to a maximum of \$300.00 per semester and not to exceed \$600.00 in any one (1) calendar year.

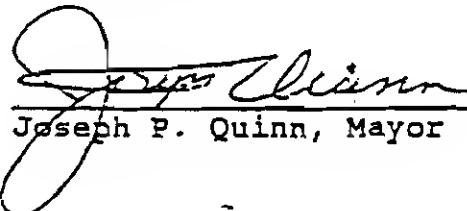
2. In order to qualify for reimbursement as authorized in this resolution, an eligible employee shall comply with all of the Township's rules, regulations and guidelines for tuition aid as approved and adopted by the Township Committee on December 11, 1975.

3. Subject to the availability of funds in the 1993 Temporary Current Fund Budget and the adopted 1993 Current Fund Budget - Other Expense Accounts, the new tuition aid reimbursement shall take effect on January 1, 1993.

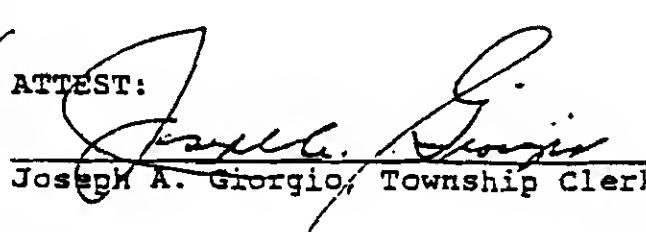
4. That certified copies of this resolution shall be transmitted to all Department Heads for reference and information purposes.

TOWNSHIP COMMITTEE  
TOWNSHIP OF HANOVER  
COUNTY OF MORRIS  
STATE OF NEW JERSEY

DATED: August 13, 1992 ..

  
Joseph P. Quinn, Mayor

ATTEST:

  
Joseph A. Giorgio, Township Clerk

FINAL DRAFT: 11/13/75

HANOVER TOWNSHIP TUITION AID PLAN AND POLICY REGARDING ATTENDANCE AND COMPENSATION FOR EXPENSES AT CONVENTIONS, SPECIAL COURSES AND TRAINING SEMINARS

A. TUITION AID PLAN

1. PURPOSE AND OBJECTIVE

1.01 The basic objective of the Tuition Aid Plan is to provide opportunities for municipal employees who wish to undertake off-the-job instruction in a field of learning which would be of benefit to the municipality as well as the employee.

1.02 The plan is designed to encourage and assist employees in furthering their self-development through out-of-hours study at the undergraduate levels in accredited institutions of higher learning: four year colleges and two year junior colleges.

1.03 Certain non-degree credit courses that relate to special skills or license qualifications may be approved at the discretion of the Township Committee.

2. ELIGIBILITY

2.01 All regular full time municipal employees are eligible to participate in the plan, provided they are employed at the time the course begins and continuously through the completion date of the course. Certain exceptions may be made as outlined under Section 6, REIMBURSEMENT.

3. ADMINISTRATION

3.01 The overall policy shall be coordinated by the Administrator.

3.02 The Administrator shall have responsibility for administering the plan in accordance with the approved terms and procedures as outlined herein. This will include the administration, approval of payments, arranging for adequate reports, and dissemination of any deletions, additions or changes in the plan.

4. DEPARTMENTAL RESPONSIBILITY

4.01 It shall be a departmental responsibility to instruct all employees in the fundamentals of the plan.

4.02 Application for participation should be made through regular lines of organization. All applications should be forwarded to the Township Committee for final action.

TUITION AID PLAN  
FORMS AND ROUTING PROCEDURE

A. TUITION AID PLAN APPLICATION - FORM T.A. - 1

1. EMPLOYEE RESPONSIBILITY

1.01 No later than three weeks after starting the course, the employee should prepare Form T.A. - 1 in triplicate and submit it to his or her immediate supervisor. If the title of the course is not fully explanatory, a description should be included on the application. A separate application is necessary for course(s) each semester.

If the employee is interested in advance approval, the application may be submitted up to four weeks prior to start of course.

2. DEPARTMENT HEAD RESPONSIBILITY

2.01 The department head should review the application regarding the terms of the plan, the employee's current assignment and forthcoming assignments that might make such a course advantageous or preclude a satisfactory completion of the course. The department head shall then make a recommendation and forward it to the Township Committee.

3. TUITION AID COMMITTEE

3.01 Upon receipt of an application the Administrator shall ascertain whether the course and institution are in accord with the plan.

3.02 The application may be approved by a majority of the Township Committee if all aspects of the request meet the approved terms of the plan. The approved application is returned to the originating employee. If not approved, the application is returned with the reason for the rejection stated on the form.

B. CERTIFICATION OF SATISFACTORY COMPLETION - FORM T.A. - 2

1. EMPLOYEE RESPONSIBILITY

1.01 Within sixty days after satisfactory completion of an approved course the employee shall submit to his department head evidence of payment of tuition and required fees and evidence of satisfactory completion of the course under the terms of the plan, preparing Form T.A. - 2 in triplicate for this purpose. Part I is completed by the institution and Part II by the employee.

State or Municipal Tax that may become applicable. The municipality will withhold the proper amounts for such purposes from the reimbursement.

6.06 Tuition aid payments are chargeable to regular departmental expense.

7. SPECIAL COURSES, CONVENTIONS AND MANAGEMENT TRAINING SEMINARS

7.01 At times certain special courses, conventions or management training seminars are available for professional development and are deemed by the Township Committee to be of interest to certain municipal employees.

7.02 The Township Committee shall designate which employees may be excused and approve reimbursement for expenses involved.

7.03 An employee may be excused and/or allowed extra expenses (no greater than three hundred dollars in each calender year) only upon approval of the Township Committee.

7.04 At times certain courses, conventions or seminars may occur that would incur expenses or time off the job that exceed these limitations. If so, a special request should be submitted in writing at least one month in advance setting forth the reasons for special consideration. Only under unusual or special circumstances shall the Township Committee consider approval for such a request. Such unusual or special considerations shall be clearly set forth in the letter of application to the Township Committee.

# Township of Hanover

## Performance

## Police Department

## Evaluation

Employee Name	Employee Social Security Number	
Rank	Date of Hire	Anniversary Date
Type of Evaluation [ ] Annual    [ ] Introductory    [ ] Reevaluation	Evaluation Due Date	

### Rating Scale

Satisfactory		Unsatisfactory	
<u>Outstanding</u>	<u>Competent</u>	<u>Needs Improvement</u>	<u>Poor</u>
4.0 - 3.6	3.5 - 2.5	2.4 - 1.6	1.5 - 1.0

### Rating Scale Guidelines

**Outstanding** - Employee's performance consistently exceeds the standard; no shortcomings exist; goals and objectives are always met.

**Competent** - Employee's performance meets the standard; shortcomings may exist; goals and objectives are usually met.

**Needs Improvement** - Employee's performance does not always meet the standard; significant shortcomings are evident; goals and objectives are not always met.

**Unsatisfactory** - Employee's performance consistently fails to meet the standard; major shortcomings exist; goals and objectives are not met.

### Relative Importance Factor

Critical	Important	Marginally Related
3	2	1

### Performance Evaluation

Outstanding	Competent	Needs Improvement	Poor
4	3	2	1

### Instructions

The relative importance factor is in column A ( 1, 2 or 3 )

Determine the level of performance for each standard and place in column B the corresponding rating number ( 1, 2, 3, 4 ).

Multiply the importance factor in column A by the performance factor in column B and insert the product in column C as the weighted evaluation

Total the importance factors in column A and the weighted evaluations in column C and place those figures in the appropriate boxes in the **Overall Ratings** section on the back of this form.

Divide the column C total by the column A total to obtain the performance score.

Assign a **Performance Rating** based on the **Rating Scale** above.

## Evaluation of Work Performance Skills

A	B*	C	<b>Evaluation of Work Performance Skills</b>
3		<b><u>Job Knowledge</u></b>	Understanding the fundamentals, methods, procedures, Laws of the position in order to satisfactorily perform the work
3		<b><u>Thoroughness and Accuracy</u></b>	Attention to detail, Completeness of investigations, reports and other responsibilities connected with job responsibilities
3		<b><u>Initiative and Drive</u></b>	Self-confident, ambitious, enthusiastic performance of responsibilities with a minimum of instruction, desire to attain goals, to achieve.
2		<b><u>Creativity</u></b>	Talent for having new ideas, for finding new and better ways of doing things and bringing these ideas to the departments attention, imaginative
2		<b><u>Expression of information and Ideas</u></b>	Posses the skills and ability to communicate thoughts and ideas orally and in writing
3		<b><u>Job Attitude</u></b>	Willingness and desire to execute all duties, responsibilities and assignments and to follow procedures.
3		<b><u>Effectiveness Under Stress / Stability</u></b>	Ability to withstand pressure and to remain calm in crisis or stressful situations. Ability to remain calm and professional in the performance of the job.
3		<b><u>Overall Quality of Work</u></b>	General assessment, including arrests, reports, presentations and submissions.
3		<b><u>Absenteeism</u></b>	Absent from work : absence and sick occurrences: 0 or 2 Outstanding; 3 or 5 Competent; 6 or 7 Needs Improvement; 8 or more Poor.
2		<b><u>Supervisory Input</u></b>	Responds to supervisory input in a positive manner. Views feedback as an opportunity to improve performance.
2		<b><u>Effectiveness with others</u></b>	Ability of individual to cooperate with others in successfully completing investigations and assignments. Others include but are not limited to: co-workers, other departments within the Township, other agency's and departments out side the township.
2		<b><u>Dependability</u></b>	Ability of employee to successfully complete job functions and assignments with a minimum of supervision. Observance of work hours. Reporting to work on time ( relieving shifts ) Observing and conforming to lunch and break times.
3		<b><u>Contact with Public</u></b>	Treats public with respect and courtesy. Presents self in a professional manner. Handles citizen complaints and problems in a courteous and polite fashion.
2		<b><u>Judgment in coping with problems</u></b>	Ability to weigh the facts and circumstances, and coupled with knowledge of the job be able to make sound judgment and decisions.
3		<b><u>Reliability</u></b>	Dependable, always available to assist, concerned about fellow workers.
2		<b><u>Personal Appearance</u></b>	Uniform - Cleanliness and neatness, always looks fresh and neat in appearance. Continually conforms to the departments procedures concerning manners of dress

\* For those employees who do not have additional responsibilities or who have not been assigned special projects or assignments, those categories will be N/A ( not applicable ) and column A for those categories will not be totaled into the overall column on page 4.

Comment on any Education Seminars, Meetings or classes employee should attend :

### Overall Rating

Total Column C	/	Total Column A	=	Performance Score	Performance Rating
	/		=		

Supervisors Remarks	Employee's Remarks

This Appraisal has Been Discussed With the Employee

This Appraisal Has Been Discussed With Me

Date Supervisor

Date \_\_\_\_\_ Employee \_\_\_\_\_

This Appraisal has Been Reviewed By

Date Division Commander

Date \_\_\_\_\_ Department Head \_\_\_\_\_

**Recommendation For Advancement In Step And salary Increment**

AN UNSATISFACTORY RATING AND DENIAL OF AN INCREMENT OR AN ANNUAL ANNIVERSARY INCREMENT SHALL REQUIRE THE ADMINISTRATION OF A FOLLOW-UP EVALUATION AFTER A SIXTY DAY OR NINETY DAY PERIOD FOLLOWING THE DATE OF THE EVALUATION.

**A. Probationary Advancement**

Salary Increase	
Recommended	<input type="checkbox"/>
Not Recommended	<input type="checkbox"/>
From: Group _____	Step _____
To: Group	Step

**B Anniversary Date Increment**

Salary Increase	
Recommended	<input type="checkbox"/>
Not Recommended	<input type="checkbox"/>
From: Group _____	Step _____
To: Group	Step

A-1. Follow-up Evaluation on _____	
Recommended	<input type="checkbox"/>
Not Recommended	<input type="checkbox"/>

A-1. Follow-up Evaluation on _____	
Recommended	<input type="checkbox"/>
Not Recommended	<input type="checkbox"/>

**Employee Review**

I certify that this performance evaluation has been reviewed and discussed with me by my supervisor. I also understand that my signature does not indicate my approval or disapproval of the evaluation.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Captain of Police: \_\_\_\_\_ Date: \_\_\_\_\_

Chief of Police: \_\_\_\_\_ Date: \_\_\_\_\_

Township Administrator: \_\_\_\_\_ Date: \_\_\_\_\_